

AGREEMENT BY AND BETWEEN THE

COMMUNICATIONS WORKERS

**OF AMERICA
(AFL/CIO)**

CLERICAL AND TECHNICAL EMPLOYEES

AND THE

CITY OF COUNCIL BLUFFS

July 1, 2002 Through June 30, 2004

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ARTICLE 1

AGREEMENT

This Agreement entered into by the City of Council Bluffs, Iowa, hereinafter referred to as the Employer, and the Communications Workers of America, hereinafter referred to as the Union, has as its purpose, the promotion of harmonious relations between the Employer and its employees, assuring continuity of services, high productivity, and exemplary employee conduct, the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and conditions of employment as specified in Chapter 20 of the Code of Iowa.

ARTICLE 2

RECOGNITION

The employer recognizes the Communications Workers of America, as certified by the Iowa Public Employment Relations Board, as the exclusive bargaining representative for those employees herein specified.

Included: All job titles listed in Appendix "A"

Police Department: Civilian Personnel

Fire Department: Civilian Personnel

Public Works: Sewer Division, Street and Alley Division, Treatment Plant Division, Equipment Maintenance Division, Engineering Division, and Administration Division

Parks, Recreation and Public Property Department

General Government: Health Department, City Clerk Department, Finance Department, Legal Department, and Planning and Community Development Department

Excluded: All supervisory, confidential secretaries, etc., excluded by Section 4 of the act.
All non-union sworn personnel/police and fire department.

ARTICLE 3

EXCLUSIVENESS OF AGREEMENT

This agreement shall contain all of the covenants, stipulations, and provisions. Neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether specifically bargained about prior to the execution of this Agreement or which may have been omitted in the bargaining which led up to the execution of this Agreement, except by mutual agreement of the parties.

The parties to this Agreement jointly and separately agree that this Agreement embodies all applicable provisions relating to employees covered. Only those provisions or procedures relative to wages, hours, or other working condition which are included as contract items shall be valid and have effect.

ARTICLE 4

CHECK-OFF

Section 1.

The City shall deduct regular monthly dues from the pay of each employee covered by the Agreement provided that at the time of such deduction there is in the possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

Section 2.

Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

Section 3.

Such authorized deductions shall be made from each payroll period, not to exceed twenty-four (24) payroll periods of a calendar year, of each calendar month and will within ten (10) days, after the second pay day of the month, be remitted to the duly designated union official. The Union shall advise the City in writing of the name of such official.

Section 4.

If an employee has no pay coming for the second payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month, such deductions shall be limited to the amount of the current regular monthly union dues, and shall not include dues for the prior months or any portion thereof.

Section 5.

If the City receives an employee revocation of authorization on or before the eighth day of the first payroll period of the calendar month, no deductions will be made from that payroll or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.

Section 6.

The City shall deduct two (2) hours pay per month from each employee's pay check that has completed, signed and returned to the City the appropriate dues authorization form. If, subsequently, the union requests the City to deduct additional monthly union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular monthly Union dues duly approved in accordance with the Union constitution and by-laws.

Section 7.

The City shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5

MANAGEMENT RIGHTS

The Union recognizes that except as specifically limited or allocated by the terms and provisions of this Agreement, that the Employer has the responsibility and authority to manage and direct in behalf of the public, all operations and activities of the City to the full extent authorized by law.

ARTICLE 6

NON-DISCRIMINATION

Section 1.

The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by the agreement because of membership in, or legitimate activity as required by this agreement on behalf of the members of this bargaining unit.

Section 2.

The union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 3.

The parties recognize that local, state and federal law prohibits employment discrimination on the basis of age, sex, marital status, race, color, creed, national origin, or political affiliation. The use of the masculine gender in language within this Agreement shall be construed as including both genders.

ARTICLE 7

EMPLOYMENT STATUS

Section 1. Definitions

- A. Regular Full-Time Employee: An employee engaged for full-time work, who has a normal work schedule of at least forty (40) hours and the duration of the assignment is of a continuing nature with no time limits.
- B. Regular Part-Time Employee: An employee engaged for part-time work, who has a normal work schedule of less than forty (40) hours and the duration of the assignment is of a continuing nature with no time limits.
- C. Temporary Employee: An employee who is hired into a position where the duration of the position shall not exceed twelve (12) consecutive calendar months.

Section 2.

Regular full-time employees shall be eligible for full benefits as provided in this contract. Regular part-time employees shall only be eligible as expressly specified in this contract.

Temporary employees shall not be eligible for any benefits during the first six (6) months of continuous employment. However, should the employer choose to retain the employee for more than six months, the employee shall be eligible for all benefits given to regular employees under this contract with the exception that such employee shall not be eligible for sick leave, or health, dental, and life insurance benefits until twelve (12) months continuous employment is obtained.

ARTICLE 8

WAGES

Section 1. General Increase

Effective 7-1-02, all regular full-time and regular part-time employees will be paid according to the pay scale in Appendix B of the contract which shall reflect a 3.5% increase at every grade and step of the pay plan. Effective 7-1-03, all regular full-time and regular part-time employees will be paid according to the scale in Appendix C of the contract which shall reflect a 3.5% increase at every grade and step of the pay plan.

Section 2. Pay Progression

The length of service required in each step of the pay plan shall be 1 year until the maximum or top pay is reached.

Section 3. Position Reclassification to a New Pay Grade

When a position is assigned to a higher pay grade the salary of the employee shall be set as follows:

1. If the employee's salary in their current grade is less than the beginning rate of the higher grade, their salary shall be set at the beginning rate of the higher grade.

2. If the employee's salary in their current grade falls within the range of the higher grade, their salary shall be set at the step that is the same rate, or, if this is not possible, the closest rate that is above their current pay if no step on the new grade is equal to the employee's current step.
3. The employee's normal eligibility for a step increase shall remain unchanged, unless the reclassification results in the employee receiving at least a one step increase. If the reclassification results in a one step increase or more, the employee will be required to meet the one year service requirement of the new step.

ARTICLE 9

LONGEVITY PAY

Regular full-time employees shall be eligible for longevity pay based on total years of continuous service with the City according to the schedule below. Payment to regular part-time employees shall be pro-rated based on the ratio of the number of regularly scheduled work hours of the employee to full-time.

<u>Service Requirement</u>	<u>Bi-weekly Amount</u>
At five (5) years service	\$ 9.23
At ten (10) years service	\$18.46
At fourteen (14) years service	\$25.39
At eighteen (18) years service	\$30.00
At twenty-two (22) years service	\$34.62
At twenty-six (26) years service	\$39.24

ARTICLE 10

HOURS OF WORK

Section 1. Purpose

This article is intended only to define the normal hours of work and to provide the basis for calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or of work per week.

Section 2. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period not to exceed one (1) hour.

Section 3. Work Week

The normal work week shall consist of five (5) consecutive eight (8) hour days, or four consecutive days of ten (10) hours each. Employees will only be scheduled ten (10) hour days by mutual consent between the employee and the employer.

Section 4. Schedule Changes

Except for emergencies, employees' work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective.

Section 5. Work Schedule Posting

Work schedules for divisions in which:

- A. All the employees are not scheduled the same hours Monday through Friday; and
- B. Some of the employees are scheduled work days other than Monday through Friday.

shall be prepared and posted by the employer designating the days and hours of work of each employee. Such schedules shall be posted five (5) working days in advance of their effective date.

Section 6. Preferred Shift

Employees shall be eligible to bid for a preferred shift and for days off on the basis of classification seniority no more than once every twelve (12) months unless mutually agreed by the employer and employee. When a vacancy exists or a new schedule is instituted an employee may request a preferred shift of days off based on classification seniority.

Section 7. Meal Periods

- A. Employees shall be granted an unpaid meal period of not less than thirty (30) minutes. The meal period shall not exceed one (1) hour, and shall generally be scheduled in the middle of the shift. The meal period for civilian employees in the Police Department shall be part of the work shift.
- B. Whenever possible, the employee shall be granted an additional meal period when the employee is required to (and does) work two (2) hours beyond the end of the regular work shift. The employee will be granted additional meal periods every four (4) hours thereafter while the employee continues to work.
- C. An employees shall be paid \$6.00 for each meal period to which he is entitled after the completion of his regular shift. The meal period is not to be credited as time worked nor is it a part of the work shift.

Section 8. Rest Periods

All employees shall be granted a fifteen (15) minute rest period during each regular half shift. Whenever possible, the rest period shall be scheduled at the middle of each regular half shift. Employees required to work beyond their regular quitting time into the next regular shift shall be granted the regular rest period that occurs during that shift.

ARTICLE 11

OVERTIME

Section 1. Definition

Overtime is all time properly authorized and worked by an employee in units of one-fourth (1/4) hour or more which is in excess of the regularly scheduled hours of work. Except in an emergency no employee shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period. For regular part-time and temporary employees overtime is all time properly authorized and worked beyond forty (40) hours in a work week.

Section 2. Compensation

Overtime work shall be compensated for as follows:

- A. Pay for overtime work shall be at time and one-half (1 ½) the employee's regular hourly rate of pay in effect when the work is performed.
- B. At the employer's discretion, if requested by the employee compensating time off at the rate of one and one-half (1 ½) hours of time off for each hour of overtime worked may be given in lieu of overtime pay as provided for above. No more than ninety-nine (99) hours may be accumulated at any time.

The regular hourly rate of pay for the purpose of overtime calculation shall include all forms of compensation included under the Fair Labor Standards Act.

Section 3. Distribution

Overtime opportunities will be distributed as equally as practical among employees in the same job classification, department and shift.

If upon the complaint of an employee it is determined that there has been a miss-assignment or an error in the distribution of overtime opportunities, such employee shall be assigned the next overtime opportunity in his/her classification, department and shift. It is understood that nothing in this article shall require payment for overtime hours not worked.

Section 4. Computation of Hours

If a holiday or period of authorized paid leave occurs during a work week, such time shall be counted as hours worked in determining whether an employee has worked overtime.

Section 5. Overtime Lists

A list of overtime hours worked by division employees shall be provided upon request.

ARTICLE 12

SHIFT DIFFERENTIAL

A shift differential of fifteen cents (.15) per hour will be paid for all hours scheduled (including funeral leave, holidays, vacations, and compensatory time) by an employee when a majority of the employees regularly scheduled shift hours are before 7:00 a.m. or after 3:00 p.m.

Shift differential shall not be paid for work performed as overtime work or for hours in which compensation is provided in Article XIV, Minimum Time Pay Allowances.

Regular part-time employees shall be eligible for this benefit.

ARTICLE 13

ACTING PAY

Section 1. Vacancies in Higher Pay Grade

Any person temporarily appointed to fill a vacancy in a position at a higher employee pay grade will be paid at the pay grade for which the higher level position is assigned at the employee's current step beginning the first day of such work assignment.

Section 2. Vacancies in Supervisory Positions

Any employee temporarily appointed to a supervisory position excluded from the bargaining unit, shall be paid four dollars (\$4.00) per hour for each hour worked, provided the employee works at least one (1) work shift in the higher classification. Payment shall not be made for temporary appointments of less than one (1) work shift.

Said duties may or may not include responsibility for supervising other employees, but may only include making decisions and doing paper work normally done by their supervisor.

ARTICLE 14

MINIMUM TIME PAY ALLOWANCES

Section 1. Reporting Time

A regular full time employee who is scheduled to report for work or who is called to work outside the employee's regularly scheduled work shift, shall be guaranteed two and one-half (2 ½) hours pay at the overtime rate unless the time actually worked is contiguous to the employee's regular shift.

A regular part-time employee who is scheduled to report for work or who is called to work outside the employee's regularly scheduled work shift, shall be guaranteed two and one-half (2 ½) hours pay at the straight time rate unless the time actually worked is contiguous to the employee's regular shift. However, if the employee has already worked eight (8) hours during the work day, or 40 hours during the work week, the employee's call back pay shall be paid at the overtime rate.

There shall be no pyramiding of pay under this provision.

Section 2. Stand-by

Employees shall be paid a minimum of three (3) hours at their regular rate of pay, in addition to any other compensation, if required to be on stand-by for a forty-eight (48) hour period. Lesser amounts of time will be pro-rated.

Stand-by pay shall be required only when an employee is specifically required by his supervisor to make himself available for work during off duty hours and further required to report to work immediately upon call.

Regular part-time employees shall be eligible for stand-by pay.

Note: This would include employees required to carry beepers who would be restricted to stay within beeper range and are required to respond immediately.

ARTICLE 15

PERFECT ATTENDANCE PAY

Section 1. Benefit

After the completion of six (6) months employment an employee shall be eligible to earn eight (8) hours pay at the straight time rate for each calendar quarter in which perfect attendance is recorded.

Section 2. Exclusions

The following absences shall not count against perfect attendance:

1. Paid Funeral Leave
2. Jury Duty
3. Vacation Leave
4. Holidays Leave
5. Compensatory time off
6. Authorized absence for union activity where no unpaid leave is required
7. Unpaid leave for union employees in accordance with Section 3, Article 33 of the CWA contract.

Section 3. Payment

Payment shall be made on the last payday in July. At the request of the employee and at the option of the department head, employees may receive paid leave in lieu of a cash payment. Department Heads will attempt to comply with the employee's request for paid leave taking into consideration work load and budget constraints. Accrual of such paid leave shall not exceed 32 hours.

Section 4. Applicability to Part-time employees

Regular part-time employees shall be eligible for perfect attendance pay. Payment to regular part-time employees shall be pro-rated based on the ratio of the number of regularly scheduled work hours of the employee to full-time. Except as otherwise provided in Section 2 of this article, a part time employee's attendance shall not qualify for perfect attendance unless all regularly scheduled work hours are actually worked. An employee who

is allowed to work less hours than the employee's normally scheduled work hours or is allowed to be absent on a scheduled work day, even if these hours are made up during the pay period, shall be disqualified for the applicable calendar quarter.

ARTICLE 16

SEVERANCE PAY

Section 1. Eligibility

Upon termination, eligible employees shall be paid severance pay in the following amounts based on the employee's regular hourly rate of pay in affect at the date of termination, provided that employees who voluntarily resign for a reason other than a bonafide City retirement or are discharged for cause shall not be eligible for this benefit. Where applicable, employees shall be required to provide two weeks written notice prior to the effective date of the termination to be eligible for severance.

<u>Years of Service</u>	<u># Hours Paid</u>
More than five (5) and less than ten (10)	80 hours
More than ten (10) and less than fifteen (15)	120 hours
More than fifteen (15)	160 hours

Regular part-time employees shall not be eligible for severance pay.

Section 2. Calculation of Service

Employment in a regular part-time or temporary capacity shall not be counted as service in determining the amount of severance to be paid.

ARTICLE 17

INSURANCE

Section 1. Eligibility

Regular full-time employees are eligible for group health and life insurance effective the first day of the month following completion of one (1) calendar month of employment. No benefits are available for regular part-time employees.

Section 2. Health Insurance

The City shall maintain a group health insurance plan and shall pay 100% of the cost less the amount specified as the employee contribution. The contribution for eligible employees shall be .10 cents per month for single coverage and \$10.00 per month for family coverage.

Before any new health insurance plan is implemented proposals based on essentially equivalent specifications are to be secured. Specifications are to be set by the City. The union may participate with the City in establishing the specifications.

Effective 7-1-99 benefits for prescription drugs under the group health plan will be modified by deleting the benefit in effect 6-30-99 and in its place, adding the PCS Prescription Drug Expense Insurance as described in Appendix D of the contract. The co-payment for eligible drugs shall be \$5.00 for a generic drug prescription and \$10.00 for a non-generic drug prescription.

Section 3. Life Insurance

All eligible employees shall receive a \$10,000 term life policy with \$10,000 Accidental Death and Dismemberment benefits carried by and through the City. The policy shall include a provision to allow employees the option of purchasing supplementary term life insurance at their own cost through payroll deduction.

Section 4. Dental Insurance

The City shall maintain a group dental insurance plan and shall pay 100% of the premium cost for employee and dependent coverage.

Insurance (continued)

Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits thereunder. If an employee or his dependents do not enroll in the City provided dental plan at the time it is offered or the time of appointment, or if coverage is terminated by the employee, subsequent enrollment or re-enrollment may be denied by the dental carrier on the basis of underwriting policy.

Section 5. Benefits for Employees on Worker's Comp

If an employee is absent from work as a result of an on-the-job injury for more than one (1) year the City shall discontinue paying their portion of the health and life premium. However, these benefits can remain in force by the employee paying the full cost until such time as they return to work.

Section 6. Eye Care

Effective 7-1-93 the City shall maintain a group eye care plan and shall pay 100% of the premium cost for employee or family coverage. Specifications are to be set by the City. The union may participate with the City in establishing the specifications. The terms of any contract or policy issued or administered by the insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 7. Long Term Disability Insurance

The City agrees to provide a long-term disability plan and shall pay 100% of the premium cost of the plan.

Section 8. Worker's Compensation

An employee who is absent from work due to an on-the-job injury will be compensated only as provided under the statutory provisions of Iowa Worker's Compensation laws. An employee who would lose regular pay due to an on-the-job injury shall be allowed to use vacation leave, holiday leave, perfect attendance leave, casual day leave, or compensatory time for any such time not paid. If the length of the absence results in a retroactive payment by the worker's compensation carrier which would result in an overpayment to the employee, a correction will be made through a subsequent payroll and the leave used credited back to the employee.

ARTICLE 18

HOLIDAYS

Section 1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

1. New Year's Day (January 1)
2. President's Day
3. Memorial Day
4. Independence Day (July 4)
5. Labor Day
6. Veteran's Day (November 11)
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Eve *
10. Christmas Day (December 25)

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as a holiday. Employees in divisions of the Police Department where work is performed seven days per week shall observe the holiday on the actual day of the holiday, except as provided below for the Christmas holiday.

* When Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday it will be observed as a holiday. When Christmas Eve falls on Friday, Saturday, or Sunday an additional Casual Day will be given in lieu of the Christmas Eve holiday.

Section 2. Holiday Leave

Eligible employees shall be granted one day's holiday leave for each of the observed holidays. When an observed holiday falls on an employee's day off or the employee is required to work the holiday the employee shall be granted holiday leave at another time within the same fiscal year to be mutually determined by the employee and the employer.

Definition: Holiday leave shall be defined as eight (8) hours of paid leave for regular full-time employees. Holiday leave for regular part-time employees shall be pro-rated based on the number of regularly scheduled work hours of the employee to full-time.

Section 3. Premium Pay for Work Performed on a Holiday

If an employee is required to work on a holiday in addition to holiday leave such employee will be compensated at the rate of one and one-half (1 ½) times the employee's regular straight time rate of pay for all hours worked. For work performed in excess of eight (8) hours, the employee shall be compensated at twice the regular rate of pay.

To be eligible for premium holiday pay the majority of hours during an employee work shift must fall on the observed holiday. All hours worked during such shift will be paid at the premium rate.

Regular part-time employees shall be eligible for premium holiday pay.

Section 4. Pay for Holiday Leave

If requested by the employee, the Department Head may grant the employee eight (8) hours of holiday pay at the regular straight time rate of pay in lieu of eight (8) hours holiday leave.

Section 5. Compounding of Overtime Pay Not Allowed

It is agreed that there shall be no pyramiding or compounding of overtime or premium pay of any type, but that in the event more than one rate could be applied, the highest rate shall prevail.

Section 6. General Eligibility Requirements

When a holiday falls within a period of paid leave, the holiday shall not be counted as a work day in computing the amount of leave debited. When a holiday falls within a period of leave or absence without pay, the employee shall not be paid for the holiday. Employees who are absent without leave on a work day immediately preceding or succeeding the observed holiday shall not be entitled to holiday pay.

Section 7. Casual Day

All regular full-time employees shall, (after the completion of the probationary period), receive one (1) casual day, (eight (8) hours of paid leave), each fiscal year. Such leave may not be carried over to the next fiscal year.

Regular part-time employees shall be eligible for the casual day.

ARTICLE 19

SICK LEAVE

Section 1. Definition

Sick leave is paid leave granted for the purpose of providing a recuperative period to employees who are unable to work because of a non-job related illness or injury; or, because of a serious illness of an emergency nature in the employee's immediate family.

Section 2. Eligibility

All regular full-time and regular part-time employees shall be eligible for paid sick leave after the completion of the six (6) months of employment. No employee shall be entitled to sick leave for injuries or illness connected with City employment, outside employment or self-employment. Employment shall be defined as working for wage or profit.

Section 3. Accrual

Beginning July 1, 1993 all regular full time employees employed as of July 1, 1993, will be credited with 832 hours of sick leave. All employees will be granted sick leave at the rate of eight (8) hours of sick leave hours per month worked. Unused sick leave will be permitted to carry over from one year to the next; however, at no time shall total accumulated sick leave exceed 1,040 hours. Accumulated sick leave acquired since July 1, 1993 will not be paid upon termination of employment for any reason.

Regular part-time employees shall be eligible for sick leave on the third work day of absence. The amount of sick leave credited on July 1, 1993, the rate at which sick leave accrues, and the maximum for sick leave accrual shall be prorated based on the ratio of the number of regularly scheduled work hours of the employee to full-time.

Section 4. Sick Leave Options

All sick leave accrued by employees prior to July 1, 1978, shall vest with the employee, and may be used in the following manner:

- A. In lieu of the above plan;
- B. By cashing in all accrued sick leave accumulated under the previous plan upon honorable separation from the City at the rate of eight (8) hours pay for each twenty-four (24) hours of accrued sick leave; or
- C. By annually cashing in accrued sick leave at the rate of eight (8) hours pay for twenty-four (24) hours of accrued sick leave up to a maximum of eighty (80) hours per year.

Section 5. Family Illness

Employees may receive up to 16 hours sick leave per contract year in the case of an illness or injury in the immediate family.

Regular part-time employees shall be eligible for prorated family illness benefits based on the ratio of the number of regularly scheduled work hours of the employee to full-time.

Immediate family shall mean the employee's spouse, parents, grandparents, children, brother or sister, step parents, and step children.

Section 6. Reporting Sick Leave

The employee or a member of the employee's household shall notify the employee's reporting location thirty (30) minutes prior to the scheduled reporting time in order to be eligible for sick pay. In those cases where there is no one scheduled to be in the department before the regular reporting time, the absence report shall be made within fifteen (15) minutes after the first person is scheduled to arrive in order to be eligible for sick pay. Immediately upon return to work, the employee shall submit a leave form to the supervisor.

Section 7. Medical Statement

Any employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:

- A. For the purpose of verifying illness or injury; or
- B. Certifying the employee as able to return to work in the position held prior to the illness or injury.

Section 8. Abuse or Fraud

Abuse of sick leave or fraudulent use of sick leave shall be cause for disciplinary action.

Section 9. Medical Examination

The employer may require a medical examination by a City physician to determine the eligibility of an employee to remain on sick leave or return to work. Said examination shall be paid for by the City.

ARTICLE 20

VACATION

Section 1. Eligibility and Allowance

All regular full-time employees shall accrue an annual paid vacation as specified below:

Service Requirements

Accrual

0 to 6 years

At the rate of 80 hours per year

6 to 13 years

At the rate of 120 hours per year

13 to 19 years

At the rate of 160 hours per year

Over 19 years

At the rate of 200 hours per year

Vacation leave for regular part-time employees shall be prorated based on the ratio of the number of regularly scheduled work hours of the employee to full-time.

Vacation accrual for all employees shall not exceed twice the annual accrual normally earned. Upon separation from employment, compensation for unused vacation leave shall be made provided that an employee who resigns provides the City 2 weeks written notice of the termination.

Vacation credits shall not be accrued during a pay period in which an employee is absent without leave, nor shall they be accrued during any unpaid leave of absence which exceeds thirty (30) calendar days. Employees shall have been in the service of the employer for six (6) consecutive months before being eligible to use vacation benefits.

Section 2. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay.

Section 3. Administration

All vacation leaves and schedules must be approved by the department head and filed in the prescribed manner on a city leave request form. Vacation leave shall be charged as used in amounts of not less than one (1) hour.

MISCELLANEOUS PAID LEAVES

Section 1. Funeral Leave

In the event of a death in the immediate family of an employee or an employee's spouse (mother, father, sister, brother, spouse, son, daughter, step-parents, half-brothers, half-sisters, step-children, grandparents, and grandchildren), the employee shall be granted up to three (3) work days absence with full pay to make household adjustments, arrange for services, or attend funeral services.

Additional time off may be granted upon request. Employees allowed additional time shall use either some form of leave which has been accumulated by them or the time shall be without pay.

Funeral leave for regular part-time employees shall be pro-rated based on the ratio of the number of regularly scheduled work hours of the employee to full-time.

Section 2. Court Leave

An employee who is required to serve as a witness or juror in Federal, State, County, or City court or as a litigant in a case resulting directly from the discharge of his duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he is a part, he shall not be granted court leave, but may use vacation time, or be granted leave without pay for the length of such service.

- A. Procedure: An employee who is called as a witness or for jury duty shall present to his supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the clerk of court, or other evidence, showing the actual time in attendance at court.
- B. Fees: Fees received for jury service in a Federal, State, County, or city court shall be kept by the employees. No employee shall receive witness fees paid from his employer's funds.

Regular part-time employees shall be eligible for court leave.

Section 3. Voting Time

Any employee entitled to vote at a general election in this state who does not have three (3) consecutive hours in the period between the time of the opening and the time of the closing of the polls during which he is not required to be present at work shall be entitled to such time off from his work time to vote as will in addition to his non-working time total three (3) consecutive hours during the time the polls are open. Application by any employee for such absence shall be made individually and in writing prior to the date of the election, and the employer shall designate the period of time to be taken. Such voter shall not be liable to any penalty nor shall any deductions be made from his regular salary or wages on account of said absence.

Regular part-time employees shall be eligible for voting time.

Section 4. Military Leave

Military leave shall be granted in accordance with the statutes of the State of Iowa.

ARTICLE 22

LEAVE WITHOUT PAY

Section 1.

An employee requesting a leave of absence without pay shall submit a written request through the chain of command. Said written request shall include the reason(s) for the leave, length of time, and date desired. Upon recommendation of the department head the Mayor may grant an employee leave without pay for a specified time not to exceed one year and may extend the period of leave. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

Section 2.

Leave without pay shall be subject to the following provisions:

- A. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
- B. Leave without pay for more than thirty (30) days during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his probationary period on his return from leave.
- C. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.

ARTICLE 23

SENIORITY

Section 1.

It is agreed by the City of Council Bluffs and the Union that the City shall and does hereby recognize seniority rights within the City as covered by contract, except as otherwise provided for in Chapter 400 of the Code of Iowa, and/or the Civil Service Rules and Regulations of the City of Council Bluffs.

Section 2.

For the purpose of determining the seniority rights of employees as it relates to provisions of this contract the following definitions shall apply:

- A. Total seniority is the employee's length of continuous service with the City.
- B. Seniority in Classification shall mean the length of continuous service in each job classification held by the employee.

Section 3.

A list of all employees shall be prepared and posted on/or before July 1, of each calendar year, indicating the seniority date for determining total seniority and seniority in classification. A copy of the seniority list shall be furnished to the president and chief steward of the union when it is posted.

Section 4.

An employee shall forfeit his/her seniority rights only for the following reasons:
1) resignation; 2) termination; or 3) retirement.

Section 5.

Seniority shall not accumulate when an employee is separated from the payroll of the employer for more than sixty (60) calendar days except in case of disability.

Section 6.

In cases where two (2) or more employees start to work on the same day, priority of position on the seniority list shall be determined by lot.

Section 7.

Employees promoted to a position outside the bargaining unit shall maintain their seniority in the unit for a length of time equal to the probationary period. Any employee who is laid off or otherwise is moved from a non-bargaining unit position to a position within the unit shall upon such return to a previously held job class be credited with an amount of seniority equal to that accumulated in that class as of the date of promotion or transfer out of the position in the bargaining unit provided employment has been continuous from such date.

ARTICLE 24

LAY-OFFS

Section 1.

Whenever a reduction in work force becomes necessary, lay-offs shall be by seniority in classification. Employees shall be allowed to exercise their total seniority in bumping into job classifications previously held by the employee as indicated in Section 4 and 5 of this article.

Section 2.

If employees are to be laid off, a minimum of ten (10) calendar days written notice shall be given prior to the date when their services shall no longer be required. No sick leave shall be utilized during this ten (10) day period.

Section 3.

No regular employee shall be laid off from any classification while there are probationary employees working in the same classification.

Section 4.

In the event an employee becomes subject to lay-off in his/her classification, he/she shall be permitted to take a position in the same or lower classification that the employee previously held at that classification's rate of pay and any employees in that lower classification subject to lay-off by virtue of the provisions of this Section, shall be laid off in accordance with the provisions of Section 1 hereof.

Section 5.

In the event that an employee becomes subject to lay-off in his/her particular classification and a vacancy exists in a position of the same or lower classification which he/she previously held he/she may, with the approval of the Mayor, or the designated representative, be appointed to such position in a lower classification on the basis of his/her seniority.

Section 6.

The names of employees who have been laid off shall be placed on a lay-off list, maintained by the City in the Personnel Department. The City shall rehire in the reverse order of lay-off. No new employee shall be hired by the City in a job classification where a lay-off list exists, prior to the expiration date of the lay-off list. Employees shall remain on the lay-off list for a period of three (3) years from their date of lay-off. An employee who has been recalled for a position shall have five (5) calendar days from the receipt of notice that a position is available to advise the City in writing if he/she will accept the position. Notice of recall shall be by registered letter. The City will determine the date the employee shall report to the position. Should an employee decline the position, said employee shall be removed from the lay-off list.

Section 7.

Where an employee has accepted a position in a lower classification by virtue of Sections 4 and 5 hereof, he/she shall be recalled to the former job classification when the same becomes available in reverse order of reduction while the lay-off list is in effect.

ARTICLE 25

PROBATIONARY EMPLOYEES

Section 1.

The probationary period of initial employment with the City of Council Bluffs shall consist of six (6) months of employment in classification.

Section 2.

At any time during the probationary period a Department Head may remove an employee provided that he shall report the removal and reasons therefore in writing to the Personnel Department, the employee and the Chief Steward. An employee removed from employment during his/her initial probationary period shall not be entitled to any appeal rights within the City structure. At the request of the Union, the Mayor or his designated representative will meet with the Union to review the action taken.

ARTICLE 26

TRANSFERS AND PROMOTIONS

Section 1.

A transfer is hereby defined as the movement of an employee within the same job classification between departments.

Section 2.

Permanent transfers of an employee between departments shall be allowed based upon the following:

- A. Transfer request must be filed with the Personnel Department.
- B. The City may defer transfer of an employee until a replacement is found to fill the position.

Section 3.

The City's right to transfer employees on a temporary or permanent basis shall remain unimpaired.

Section 4.

In the event the City determines that a reduction of employees in a job classification is necessary within a department, the City may transfer the employee with the least seniority in classification to a vacancy of the same job classification within the City structure.

Section 5.

Should an employee be transferred, the City will provide a ten (10) day written notice indicating the reasons the transfer is necessary. This communication will be filed in the employee's personnel jacket in the Personnel Department. The ten (10) days notice for the transfer may be waived by mutual agreement.

Section 6.

The term promotion, as used in this article, means the advancement of an employee to a higher job classification in the bargaining unit. If a vacancy occurs or a new job is created in the bargaining unit other than a temporary vacancy, the City shall post such job for a period of ten (10) calendar days, during which time employees may apply for the job. The application shall be in writing and shall be submitted to the Personnel Department.

Section 7.

In making the selection, the City will consider job related factors which will include seniority, qualifications, ability, and past work record.

Section 8.

When an employee receives a promotion his rate of pay shall be determined as follows:

1. Promotion from a clerical or non-clerical position in grades 1-13 to a clerical or non-clerical position in grades 1-13. The employee shall remain in his current step in the pay grade of the higher position.
2. Promotion from a technical/professional position in grades 14-20 to a technical/professional position in grades 14-20. The employee shall remain in his current step in the pay grade of the higher position.
3. Promotion from a clerical or non-clerical position in grades 1-13 to a technical/professional position in grades 14-20. The employee shall be paid at the entry salary rate for the position or the rate at which a one step increase is provided, whichever is greater.

Section 9.

When new job classifications and new job descriptions, covered by this contract, are created by the City, the pay grades will be negotiated with the union.

ARTICLE 27

GRIEVANCE PROCEDURE

Section 1.

A grievance is an alleged dispute or controversy arising from the interpretation or application of the various provisions of this Agreement or involving alleged unfair treatment of an employee or group of employees. A grievance must be in writing and may be filed by an employee through a representative of the union, a group of employees through a representative of the union, or by the Local Union President or Chief Steward. Grievances must be filed and appealed within the time limits specified in this article.

NOTE: Grievances filed as a result of a dispute or controversy involving alleged unfair treatment of an employee or group of employees cannot be appealed beyond the second step of the grievance procedure.

Section 2.

Once a grievance has been presented, management shall not attempt to adjust the grievance with the aggrieved employee or group of employees without affording the appropriate Union representative, the Local Union President or Chief Steward, an opportunity to be present.

Section 3.

The Union shall be considered the representative for grievance representation purposes of employees laid off, discharged, or otherwise separated from the payroll until the limits of the grievance and arbitration procedures have been exhausted. Any suspension or discharge requires written notification of such act be given to the employee and simultaneously a copy of the personnel action form shall be forwarded to the Local Union President and Chief steward.

Section 4.

After a grievance has been filed, there shall be a meeting between the designated Union and management representatives at each grievance level and management shall reply within fourteen (14) days from date of meeting except that if the final step is used, (Public Employment Relations Board) the time limits would be extended to thirty (30) days if the decision of the governmental head or the designated representative is appealed.

Section 5. Procedures

- Step 1 - If the Union and/or the employee is unable to settle the grievance or dispute orally and informally through his immediate supervisor, then within fourteen (14) calendar days of the date of the occurrence of the grievance, the Union representative may file a written grievance with his department head. The department head and the Union Representative shall meet and attempt to adjust the matter and the department head shall respond in writing to the Union within fourteen (14) days following the grievance meeting between the designated Union Representative and the department head.
- Step 2 - If the answer is not satisfactory, the matter may be appealed in writing by the Union to the governmental head or designated representative within fourteen (14) days after the department head's response is due. The governmental head or designated representative shall meet with the Union Representative, the Local Union President and/or Chief Steward and respond in writing to the Union within fourteen (14) days following the meeting between the designated Union Representative and the governmental head or his designated representative.
- Step 3 - If the grievance is still not settled, then by mutual agreement as an alternative to binding arbitration as defined in section 10, either party may enlist the services of the state of Iowa public Employment Relations Board to mediate the difference, within thirty (30) days after the final response is received by the designated Union Representative from the governmental head or his designated representative at Step Two (2).

Failure by an employee and/or the union to comply with any time limitation shall constitute a settlement of the grievance. Should the employer not respond within the prescribed time, the grievance will be considered to be denied and the union may proceed to the next step. This provision notwithstanding, any deadline set forth in this article can be extended only by mutual agreement of the Union and the governmental head or his designated representative.

Section 6.

If both parties agree to use the State of Iowa Public Employment Relations Board to mediate the difference as an alternative to binding arbitration, as defined in Section 10, the decision of the state of Iowa Public Employment Relations Board (hearing officer) shall be binding. Use of this step involving the services of a hearing officer from the state of Iowa public Employment Relations Board prohibits any further action by either party of the decision rendered.

Section 7.

Aggrieved employees and authorized Union Representatives, not to exceed three (3) in number, meeting with the City in respect to grievances shall suffer no loss in regular pay as a result of time lost from regular work.

Section 8.

Authorized employee Union Representatives, not to exceed two (2) in number, may be permitted to investigate circumstances in respect to grievances upon receiving approval of the Union Representatives immediate supervisor without loss of pay.

The nature of the investigation must require that it be performed on city premises, or with an immediate supervisor and/or department head. Other Union Representatives who are not employee Union Representatives, who conduct grievance investigations involving bargaining unit employees, shall do so on non-City time.

Section 9.

The Local Union President or Chief Steward and the governmental head or his designated representative may waive the time requirements as outlined in this Article by mutual agreement.

Section 10. Arbitration

- A. Should the parties fail to reach agreement by utilizing the above steps, they will jointly request that the (F.M.C.S.) Federal Mediation and Conciliation Service submit to the parties a list of seven (7) arbitrators, and by alternately striking names (a coin toss shall determine who shall strike the first name) an arbitrator will be selected. Should both parties mutually agree, the Iowa Employment Relations Board may be requested to submit to the parties a list of seven (7) arbitrators. The selection procedure for the arbitrator shall be by alternately striking names (a coin toss shall determine who shall strike the first name) and an arbitrator shall be selected.

- B. Expenses for the arbitrator's services and proceedings, excluding transcript costs, shall be borne equally by the employer and the Union and/or employee. Each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, it shall be at the party's expense.
- C. Authority of Arbitrator - The arbitrator shall have no power to add to, subtract from, or change the terms of this agreement. The written decision of the arbitrator resulting from any arbitration of grievances hereunder shall be final and binding upon the parties. The arbitrator shall limit his decision strictly to the grievances submitted to him which has been properly processed through the grievance procedure outlined in this article.
- D. It is agreed that should the appeal procedure as provided under the Civil Service Law, Chapter 400, Code of Iowa, be utilized; recourse to the grievance procedure included in this Article shall be waived.

ARTICLE 28

CLOTHING ALLOWANCE

Section 1.

Any employee required by the City to wear an official City of Council Bluffs uniform shall be issued such uniform in accordance with the City of Council Bluffs quartermaster program.

Section 2.

The City shall determine what protective gear will be provided to employees. Should an employee be denied protective gear through normal chain of command, said employee may file a written complaint with the Risk Manager, who shall make said determination.

Section 3.

Each employee shall be eligible to be compensated for costs not covered by insurance for repair or replacement of hearing aids, eye glasses, contact lens, or watches which may be damaged or destroyed through the normal performance of official duty. Compensation to any employee for any and all such losses shall not exceed one hundred fifty dollars (\$150.00) in any contract year.

Clothing Allowance (continued)

In order for a claim to be approved, actual loss must be shown either by producing the damaged article or by proper evidence, and must not be due to employee's own negligence. Claims shall be approved at the discretion of the Department Head.

In the event that the property damage is a result of an accident which also results in personal injury to the employee, a claim for damages through Workman's Compensation must be submitted by the employee to the employer for processing, in the same manner that other medical bills are submitted. Reimbursement will be considered by the City only if Workman's Compensation denies the claim.

ARTICLE 29

BULLETIN BOARDS

Section 1.

The City agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used by the Union.

Section 2.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3.

Posted notices shall not contain anything political or anything reflecting adversely upon the City or any of its employees. In the event the City determines that posted material is political or reflects adversely upon the City or any of its employees, the City shall request to the Union to remove said material. The Union shall then remove the material.

ARTICLE 30

ACCESS TO RECORDS

The permanent employee personnel file shall be maintained in the Personnel Department. Employees may review their personnel files by contacting the Personnel Department and scheduling an appointment. Upon written authorization from the employee, a Union representative shall be allowed to review the employee's personnel file and make copies of necessary items at the City's standard fee.

ARTICLE 31

PRINTING OF CONTRACTS

The City will furnish a copy of the contract to each employee in the unit at the City's expense.

ARTICLE 32

UNION NEGOTIATING COMMITTEE

The City shall pay up to five (5) employees designated as the Union negotiating committee for time spent in contract negotiations when such negotiations take place during the regularly scheduled work time of the employee or employees. No more than one (1) person shall be on the negotiating team from any one (1) department except by mutual agreement.

ARTICLE 33

UNION BUSINESS/LEAVE

Section 1. Union Activities

The employer agrees that during working hours, on the employer's premises and without loss of pay, elected union officers and/or union stewards may be allowed to: attend Union Management meetings; post Union notices; distribute Union literature; transmit communications authorized by the local union or its officers, or other Union representatives concerning the enforcement of any provision of this agreement, after securing permission from the immediate supervisor.

The employer also agrees that during working hours elected officers and/or stewards shall be allowed to attend monthly and/or contract ratifying Union meetings, without loss of pay, providing, the efficient operation of the employer is not disrupted.

The Union agrees that reasonable attempts will be made on non-City time to perform the activities described herein. The union agrees that union activities will not be carried on in the employer's work areas on the employer's time in such a manner as to interfere with the efficient operation of the employer, except as provided in this Agreement.

Section 2. Visits by Union Representatives

The employer agrees that accredited representatives of the Communications Workers of America, whether local Union representatives or international representatives, may have access to the premises of the employer at reasonable times during working hours to conduct Union business, provided reasonable notice is given the city of the pending visit.

Section 3. Unpaid Leaves

The City shall allow the union a total of 80 hours of unpaid leave per contract year for the purpose of employees attending union educational or training seminars. To be eligible for such leave the union must submit a leave request to the Director of Personnel and Finance for approval thirty (30) calendar days in advance of the leave date. The thirty (30) day notice may be waived by mutual agreement. It is agreed that no more than one employee in a department will be allowed to take union leave at any one time.

ARTICLE 34

TERMINATION

This Agreement, or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 35

SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 36

EMPLOYEE EVALUATION

The department head may implement an employee evaluation system which has the approval of the Mayor for use in assuring the standard of work performance desired.

CONTRACT SIGNATURES

This agreement shall continue in force beginning July 1, 2002 to and including June 30, 2004.

In witness whereof, the parties have caused this agreement to be signed by their representatives and their signatures placed thereon, all on this ____ of _____, 2002, at Council Bluffs, Iowa.

CITY OF COUNCIL BLUFFS

BY:

Terry Mauer, Dir. Finance/Personnel

Thomas P. Hanafan, Mayor

COMMUNICATION WORKERS OF AMERICA CLERICAL/TECHNICAL EMPLOYEES

BY:

Ken Rains, International Representative

Ken Mertes, President, Local 7103

Dan Christensen, Chief Steward

, Bargaining Member

Sharroll Vrba, Bargaining Member

Dan Christensen, Bargaining Member

Terry Lawson, Bargaining Member

APPENDIX A

JOB CLASSIFICATION PLAN

Job Classification	Grade
Account Clerk I (Part-time)	08
Account Clerk II	13
Account Clerk II (Part-time)	13
Accountant I	15
Administrative Secretary	13
Animal Control Officer	11
Animal Control Officer (Part-time)	11
Building Technician	10
Chemist	21
Clerk Steno	08
Clerk Typist	08
Clerk Typist (Part-time)	08
Code Technician	20
Com Dev Project Coordinator	22
Credit Officer	15
Electrical Inspector	20
Electronics Technician	20
Engineer Aide II	20
Engineering Technician	20
Foreman	20
Identification Technician I	15
Parking Meter Attendant (Part-time)	06
Parts Coordinator	15
Planning Technician	15
Plumbing/Mechanical Inspector	20
Print Copy Clerk	10
Property Management Specialist	14
Public Health Nurse	20
Public Health Nurse (Part-time)	20
Public Health Sanitarian	20
Records Technician I	09
Records Technician I (Part-time)	09
Records Technician II	09
Recycling Aide	11
Recycling Technician	18
Rehabilitation Specialist II	20
Urban Planner	22

CWA Clerical/Technical Pay Plan for July 1, 2002 through June 30, 200

Appendix B

Step		3	4	5	6	7	8
01	A	17,183.72	18,042.93	18,944.95	19,892.38	20,886.79	21,931.31
	M	1,431.98	1,503.58	1,578.75	1,657.70	1,740.57	1,827.61
	B	658.38	691.30	725.86	762.16	800.26	840.28
	H	8.2297	8.6412	9.0733	9.5270	10.0033	10.5035
	O	12.3446	12.9618	13.6100	14.2905	15.0050	13.6100
02	A	17,830.74	18,722.05	19,658.26	20,641.19	21,673.18	22,756.85
	M	1,485.90	1,560.17	1,638.19	1,720.10	1,806.10	1,896.40
	B	683.17	717.32	753.19	790.85	830.39	871.91
	H	8.5396	8.9665	9.4149	9.8856	10.3799	10.8989
	O	12.8094	13.4498	14.1224	14.8284	15.5699	14.1224
03	A	18,609.30	19,540.03	20,516.95	21,542.68	22,619.83	23,750.74
	M	1,550.78	1,628.34	1,709.75	1,795.22	1,884.99	1,979.23
	B	713.00	748.66	786.09	825.39	866.66	909.99
	H	8.9125	9.3582	9.8261	10.3174	10.8332	11.3749
	O	13.3688	14.0373	14.7392	15.4761	16.2498	14.7392
04	A	19,349.76	20,317.02	21,333.10	22,399.80	23,519.75	24,696.08
	M	1,612.48	1,693.09	1,777.76	1,866.65	1,959.98	2,058.01
	B	741.37	778.43	817.36	858.23	901.14	946.21
	H	9.2671	9.7304	10.2170	10.7279	11.2643	11.8276
	O	13.9007	14.5956	15.3255	16.0919	16.8965	15.3255
05	A	20,124.14	21,130.30	22,186.83	23,296.34	24,461.18	25,683.97
	M	1,677.01	1,760.86	1,848.90	1,941.36	2,038.43	2,140.33
	B	771.04	809.59	850.07	892.58	937.21	984.06
	H	9.6380	10.1199	10.6259	11.1572	11.7151	12.3008
	O	14.4570	15.1799	15.9389	16.7358	17.5727	15.9389
06	A	20,920.19	21,966.28	23,064.31	24,217.41	25,428.19	26,699.78
	M	1,743.35	1,830.52	1,922.03	2,018.12	2,119.02	2,224.98
	B	801.54	841.62	883.69	927.87	974.26	1022.98
	H	10.0192	10.5202	11.0461	11.5984	12.1783	12.7872
	O	15.0288	15.7803	16.5692	17.3976	18.2675	16.5692
07	A	21,753.31	22,841.15	23,983.29	25,182.32	26,441.39	27,763.61
	M	1,812.78	1,903.43	1,998.61	2,098.53	2,203.45	2,313.63
	B	833.46	875.14	918.90	964.84	1013.08	1063.74
	H	10.4183	10.9392	11.4862	12.0605	12.6635	13.2967
	O	15.6275	16.4088	17.2293	18.0908	18.9953	17.2293
08	A	22,621.13	23,752.31	24,939.59	26,186.65	27,496.09	28,871.04
	M	1,885.09	1,979.36	2,078.30	2,182.22	2,291.34	2,405.92
	B	866.71	910.05	955.54	1003.32	1053.49	1106.17
	H	10.8339	11.3756	11.9443	12.5415	13.1686	13.8271
	O	16.2509	17.0634	17.9165	18.8123	19.7529	17.9165

CWA Clerical/Technical Pay Plan for July 1, 2002 through June 30, 200

Appendix B

Step		3	4	5	6	7	8
09	A	23,547.68	24,724.79	25,961.41	27,259.36	28,622.57	30,053.37
	M	1,962.31	2,060.40	2,163.45	2,271.61	2,385.21	2,504.45
	B	902.21	947.31	994.69	1044.42	1096.65	1151.47
	H	11.2776	11.8414	12.4336	13.0553	13.7081	14.3934
	O	16.9164	17.7621	18.6504	19.5830	20.5622	18.6504
10	A	24,473.97	25,697.54	26,982.44	28,331.55	29,748.26	31,235.70
	M	2,039.50	2,141.46	2,248.54	2,360.96	2,479.02	2,602.98
	B	937.70	984.58	1033.81	1085.50	1139.78	1196.77
	H	11.7212	12.3072	12.9226	13.5687	14.2472	14.9596
	O	17.5818	18.4608	19.3839	20.3531	21.3708	19.3839
11	A	25,472.30	26,745.98	28,083.08	29,487.52	30,961.65	32,509.90
	M	2,122.69	2,228.83	2,340.26	2,457.29	2,580.14	2,709.16
	B	975.95	1024.75	1075.98	1129.79	1186.27	1245.59
	H	12.1994	12.8094	13.4498	14.1224	14.8284	15.5699
	O	18.2991	19.2141	20.1747	21.1836	22.2426	20.1747
12	A	26,467.75	27,791.02	29,180.58	30,639.57	32,171.38	33,780.19
	M	2,205.65	2,315.92	2,431.72	2,553.30	2,680.95	2,815.02
	B	1014.09	1064.79	1118.03	1173.93	1232.62	1294.26
	H	12.6761	13.3099	13.9754	14.6741	15.4078	16.1782
	O	19.0142	19.9649	20.9631	22.0112	23.1117	20.9631
13	A	27,562.38	28,940.46	30,387.45	31,907.25	33,502.48	35,177.32
	M	2,296.87	2,411.71	2,532.29	2,658.94	2,791.87	2,931.44
	B	1056.03	1108.83	1164.27	1222.50	1283.62	1347.79
	H	13.2004	13.8604	14.5534	15.2812	16.0452	16.8474
	O	19.8006	20.7906	21.8301	22.9218	24.0678	21.8301
14	A	28,636.40	30,068.51	31,571.87	33,150.65	34,808.00	36,548.35
	M	2,386.37	2,505.71	2,630.99	2,762.55	2,900.67	3,045.70
	B	1097.18	1152.05	1209.65	1270.14	1333.64	1400.32
	H	13.7148	14.4006	15.1206	15.8767	16.6705	17.5040
	O	20.5722	21.6009	22.6809	23.8151	25.0058	22.6809
15	A	29,742.78	31,229.69	32,791.52	34,430.86	36,152.42	37,960.10
	M	2,478.57	2,602.47	2,732.63	2,869.24	3,012.70	3,163.34
	B	1139.57	1196.54	1256.38	1319.19	1385.15	1454.41
	H	14.2446	14.9568	15.7047	16.4899	17.3144	18.1801
	O	21.3669	22.4352	23.5571	24.7349	25.9716	23.5571
16	A	30,979.13	32,528.43	34,154.98	35,862.44	37,655.51	39,538.11
	M	2,581.59	2,710.70	2,846.25	2,988.54	3,137.96	3,294.84
	B	1186.94	1246.30	1308.62	1374.04	1442.74	1514.87
	H	14.8368	15.5787	16.3577	17.1755	18.0343	18.9359
	O	22.2552	23.3681	24.5366	25.7633	27.0515	24.5366

CWA Clerical/Technical Pay Plan for July 1, 2002 through June 30, 200

Appendix B

Step		3	4	5	6	7	8
17	A	32,204.79	33,815.16	35,505.92	37,281.24	39,145.30	41,102.80
	M	2,683.73	2,817.93	2,958.83	3,106.77	3,262.11	3,425.23
	B	1233.90	1295.60	1360.38	1428.40	1499.82	1574.82
	H	15.4238	16.1950	17.0047	17.8550	18.7478	19.6852
	O	23.1357	24.2925	25.5071	26.7825	28.1217	25.5071
18	A	33,464.64	35,137.91	36,894.70	38,739.45	40,676.59	42,710.30
	M	2,788.72	2,928.16	3,074.56	3,228.29	3,389.72	3,559.19
	B	1282.17	1346.28	1413.59	1484.27	1558.49	1636.41
	H	16.0271	16.8285	17.6699	18.5534	19.4811	20.4551
	O	24.0407	25.2428	26.5049	27.8301	29.2217	26.5049
19	A	34,832.02	36,573.67	38,402.50	40,322.41	42,338.64	44,455.61
	M	2,902.67	3,047.81	3,200.21	3,360.20	3,528.22	3,704.63
	B	1334.56	1401.29	1471.36	1544.92	1622.17	1703.28
	H	16.6820	17.5161	18.3920	19.3115	20.2771	21.2910
	O	25.0230	26.2742	27.5880	28.9673	30.4157	27.5880
20	A	36,199.66	38,009.43	39,910.03	41,905.64	44,000.95	46,200.92
	M	3,016.64	3,167.45	3,325.84	3,492.14	3,666.75	3,850.08
	B	1386.96	1456.30	1529.12	1605.58	1685.86	1770.15
	H	17.3370	18.2038	19.1140	20.0697	21.0732	22.1269
	O	26.0055	27.3057	28.6710	30.1046	31.6098	28.6710
21	A	37,700.15	39,585.09	41,564.51	43,642.85	45,824.81	48,116.13
	M	3,141.68	3,298.76	3,463.71	3,636.90	3,818.73	4,009.68
	B	1444.45	1516.67	1592.51	1672.14	1755.74	1843.53
	H	18.0556	18.9584	19.9064	20.9017	21.9468	23.0441
	O	27.0834	28.4376	29.8596	31.3526	32.9202	29.8596
22	A	39,175.06	41,133.86	43,190.54	45,350.06	47,617.36	49,998.47
	M	3,264.59	3,427.82	3,599.21	3,779.17	3,968.11	4,166.54
	B	1500.96	1576.01	1654.81	1737.55	1824.42	1915.65
	H	18.7620	19.7001	20.6851	21.7194	22.8053	23.9456
	O	28.1430	29.5502	31.0277	32.5791	34.2080	31.0277
23	A	40,710.52	42,746.06	44,883.39	47,127.73	49,484.03	51,958.31
	M	3,392.54	3,562.17	3,740.28	3,927.31	4,123.67	4,329.86
	B	1559.79	1637.78	1719.67	1805.66	1895.94	1990.74
	H	19.4974	20.4723	21.4959	22.5708	23.6993	24.8843
	O	29.2461	30.7085	32.2439	33.8562	35.5490	32.2439
24	A	42,356.91	44,474.92	46,698.64	49,033.29	51,485.12	54,059.36
	M	3,529.74	3,706.24	3,891.55	4,086.11	4,290.43	4,504.95
	B	1622.87	1704.02	1789.22	1878.67	1972.61	2071.24
	H	20.2859	21.3002	22.3652	23.4834	24.6576	25.8905
	O	30.4289	31.9503	33.5478	35.2251	36.9864	33.5478

CWA Clerical/Technical Pay Plan for July 1, 2002 through June 30, 200

Appendix B

Step		3	4	5	6	7	8
25	A	44,078.72	46,282.61	48,596.63	51,026.54	53,577.82	56,256.72
	M	3,673.23	3,856.88	4,049.72	4,252.21	4,464.82	4,688.06
	B	1688.84	1773.28	1861.94	1955.04	2052.79	2155.43
	H	21.1105	22.1660	23.2743	24.4380	25.6599	26.9429
	O	31.6658	33.2490	34.9115	36.6570	38.4899	34.9115
26	A	45,834.73	48,126.57	50,532.99	53,059.73	55,712.54	58,498.19
	M	3,819.56	4,010.55	4,211.08	4,421.64	4,642.71	4,874.85
	B	1756.12	1843.93	1936.13	2032.94	2134.58	2241.31
	H	21.9515	23.0491	24.2016	25.4117	26.6823	28.0164
	O	32.9273	34.5737	36.3024	38.1176	40.0235	36.3024
27	A	47,686.53	50,070.76	52,574.54	55,203.33	57,963.40	60,861.55
	M	3,973.88	4,172.56	4,381.21	4,600.28	4,830.28	5,071.80
	B	1827.07	1918.42	2014.35	2115.07	2220.82	2331.86
	H	22.8384	23.9803	25.1794	26.4384	27.7603	29.1483
	O	34.2576	35.9705	37.7691	39.6576	41.6405	37.7691
28	A	49,591.83	52,071.33	54,675.06	57,409.04	60,279.26	63,293.28
	M	4,132.65	4,339.28	4,556.26	4,784.09	5,023.27	5,274.44
	B	1900.07	1995.07	2094.83	2199.58	2309.55	2425.03
	H	23.7509	24.9384	26.1854	27.4947	28.8694	30.3129
	O	35.6264	37.4076	39.2781	41.2421	43.3041	39.2781

CWA Clerical/Technical Pay Plan for July 1, 2003 through June 30, 200

Appendix C

Step		3	4	5	6	7	8
01	A	17,785.06	18,674.29	19,608.15	20,588.46	21,617.85	22,698.91
	M	1,482.09	1,556.19	1,634.01	1,715.71	1,801.49	1,891.58
	B	681.42	715.49	751.27	788.83	828.27	869.69
	H	8.5177	8.9436	9.3909	9.8604	10.3534	10.8711
	O	12.7766	13.4154	14.0864	14.7906	15.5301	16.3067
02	A	18,454.79	19,377.16	20,346.26	21,363.63	22,431.91	23,553.42
	M	1,537.90	1,614.76	1,695.52	1,780.30	1,869.33	1,962.79
	B	707.08	742.42	779.55	818.53	859.46	902.43
	H	8.8385	9.2803	9.7444	10.2316	10.7432	11.2804
	O	13.2578	13.9205	14.6166	15.3474	16.1148	16.9206
03	A	19,260.50	20,223.85	21,234.96	22,296.71	23,411.44	24,582.02
	M	1,605.04	1,685.32	1,769.58	1,858.06	1,950.95	2,048.50
	B	737.95	774.86	813.60	854.28	896.99	941.84
	H	9.2244	9.6857	10.1700	10.6785	11.2124	11.7730
	O	13.8366	14.5286	15.2550	16.0178	16.8186	17.6595
04	A	20,026.79	21,028.25	22,079.82	23,183.85	24,343.21	25,560.51
	M	1,668.90	1,752.35	1,839.99	1,931.99	2,028.60	2,130.04
	B	767.31	805.68	845.97	888.27	932.69	979.33
	H	9.5914	10.0710	10.5746	11.1034	11.6586	12.2416
	O	14.3871	15.1065	15.8619	16.6551	17.4879	18.3624
05	A	20,828.32	21,869.97	22,963.30	24,111.70	25,317.26	26,582.85
	M	1,735.69	1,822.50	1,913.61	2,009.31	2,109.77	2,215.24
	B	798.02	837.93	879.82	923.82	970.01	1018.50
	H	9.9753	10.4741	10.9978	11.5477	12.1251	12.7313
	O	14.9630	15.7112	16.4967	17.3216	18.1877	19.0970
06	A	21,652.30	22,734.93	23,871.58	25,064.87	26,318.20	27,634.16
	M	1,804.36	1,894.58	1,989.30	2,088.74	2,193.18	2,302.85
	B	829.59	871.07	914.62	960.34	1008.36	1058.78
	H	10.3699	10.8884	11.4327	12.0043	12.6045	13.2348
	O	15.5549	16.3326	17.1491	18.0065	18.9068	19.8522
07	A	22,514.64	23,640.60	24,822.67	26,063.72	27,366.89	28,735.32
	M	1,876.22	1,970.05	2,068.56	2,171.98	2,280.57	2,394.61
	B	862.63	905.77	951.06	998.61	1048.54	1100.97
	H	10.7829	11.3221	11.8882	12.4826	13.1067	13.7621
	O	16.1744	16.9832	17.8323	18.7239	19.6601	20.6432
08	A	23,413.01	24,583.59	25,812.64	27,103.28	28,458.40	29,881.37
	M	1,951.08	2,048.63	2,151.05	2,258.61	2,371.53	2,490.11
	B	897.05	941.90	988.99	1038.44	1090.36	1144.88
	H	11.2131	11.7737	12.3624	12.9805	13.6295	14.3110
	O	16.8197	17.6606	18.5436	19.4708	20.4443	21.4665

CWA Clerical/Technical Pay Plan for July 1, 2003 through June 30, 200

Appendix C

Step		3	4	5	6	7	8
09	A	24,371.66	25,590.01	26,869.95	28,213.58	29,624.28	31,105.46
	M	2,030.97	2,132.50	2,239.16	2,351.13	2,468.69	2,592.12
	B	933.78	980.46	1029.50	1080.98	1135.03	1191.78
	H	11.6723	12.2558	12.8688	13.5122	14.1879	14.8972
	O	17.5085	18.3837	19.3032	20.2683	21.2819	22.3458
10	A	25,330.31	26,596.94	27,926.74	29,323.09	30,789.39	32,329.03
	M	2,110.86	2,216.41	2,327.23	2,443.59	2,565.78	2,694.09
	B	970.51	1019.04	1069.99	1123.49	1179.67	1238.66
	H	12.1314	12.7380	13.3749	14.0436	14.7459	15.4832
	O	18.1971	19.1070	20.0624	21.0654	22.1189	23.2248
11	A	26,363.87	27,682.18	29,066.00	30,519.77	32,045.32	33,647.60
	M	2,196.99	2,306.85	2,422.17	2,543.31	2,670.44	2,803.97
	B	1010.11	1060.62	1113.64	1169.34	1227.79	1289.18
	H	12.6264	13.2577	13.9205	14.6167	15.3474	16.1148
	O	18.9396	19.8866	20.8808	21.9251	23.0211	24.1722
12	A	27,394.04	28,763.77	30,201.88	31,712.02	33,297.60	34,962.26
	M	2,282.84	2,396.98	2,516.82	2,642.67	2,774.80	2,913.52
	B	1049.58	1102.06	1157.16	1215.02	1275.77	1339.55
	H	13.1198	13.7757	14.4645	15.1877	15.9471	16.7444
	O	19.6797	20.6636	21.6968	22.7816	23.9207	25.1166
13	A	28,527.04	29,953.40	31,451.02	33,023.81	34,674.89	36,408.72
	M	2,377.25	2,496.12	2,620.92	2,751.98	2,889.57	3,034.06
	B	1092.99	1147.64	1205.02	1265.28	1328.54	1394.97
	H	13.6624	14.3455	15.0628	15.8160	16.6068	17.4371
	O	20.4936	21.5183	22.5942	23.7240	24.9102	26.1557
14	A	29,638.64	31,120.86	32,676.68	34,310.80	36,026.35	37,827.51
	M	2,469.89	2,593.41	2,723.06	2,859.23	3,002.20	3,152.29
	B	1135.58	1192.37	1251.98	1314.59	1380.32	1449.33
	H	14.1948	14.9046	15.6498	16.4324	17.2540	18.1166
	O	21.2922	22.3569	23.4747	24.6486	25.8810	27.1749
15	A	30,783.91	32,322.76	33,939.14	35,635.90	37,417.74	39,288.59
	M	2,565.33	2,693.56	2,828.26	2,969.66	3,118.15	3,274.05
	B	1179.46	1238.42	1300.35	1365.36	1433.63	1505.31
	H	14.7432	15.4803	16.2544	17.0670	17.9204	18.8164
	O	22.1148	23.2205	24.3816	25.6005	26.8806	28.2246
16	A	32,063.59	33,666.91	35,350.36	37,117.59	38,973.56	40,922.19
	M	2,671.97	2,805.58	2,945.86	3,093.13	3,247.80	3,410.18
	B	1228.49	1289.92	1354.42	1422.13	1493.24	1567.90
	H	15.3561	16.1240	16.9302	17.7766	18.6655	19.5987
	O	23.0342	24.1860	25.3953	26.6649	27.9983	29.3981

CWA Clerical/Technical Pay Plan for July 1, 2003 through June 30, 200

Appendix C

Step		3	4	5	6	7	8
17	A	33,332.05	34,998.53	36,748.54	38,585.98	40,515.55	42,541.43
	M	2,777.67	2,916.54	3,062.38	3,215.50	3,376.30	3,545.12
	B	1277.09	1340.94	1407.99	1478.39	1552.32	1629.94
	H	15.9636	16.7618	17.5999	18.4799	19.4040	20.3742
	O	23.9454	25.1427	26.3999	27.7199	29.1060	30.5613
18	A	34,635.74	36,367.74	38,185.87	40,095.34	42,100.08	44,205.05
	M	2,886.31	3,030.65	3,182.16	3,341.28	3,508.34	3,683.75
	B	1327.04	1393.40	1463.06	1536.22	1613.03	1693.68
	H	16.5880	17.4175	18.2883	19.2028	20.1629	21.1710
	O	24.8820	26.1263	27.4325	28.8042	30.2444	31.7565
19	A	36,051.15	37,853.87	39,746.65	41,733.64	43,820.33	46,011.69
	M	3,004.26	3,154.49	3,312.22	3,477.80	3,651.69	3,834.31
	B	1381.27	1450.34	1522.86	1598.99	1678.94	1762.90
	H	17.2659	18.1292	19.0357	19.9874	20.9868	22.0362
	O	25.8989	27.1938	28.5536	29.9811	31.4802	33.0543
20	A	37,466.55	39,339.75	41,306.90	43,372.20	45,540.85	47,817.81
	M	3,122.21	3,278.31	3,442.24	3,614.35	3,795.07	3,984.82
	B	1435.50	1507.27	1582.64	1661.77	1744.86	1832.10
	H	17.9438	18.8409	19.7830	20.7721	21.8108	22.9013
	O	26.9157	28.2614	29.6745	31.1582	32.7162	34.3520
21	A	39,019.50	40,970.48	43,019.33	45,170.23	47,428.66	49,800.11
	M	3,251.63	3,414.21	3,584.94	3,764.19	3,952.39	4,150.01
	B	1495.00	1569.75	1648.25	1730.66	1817.19	1908.05
	H	18.6875	19.6219	20.6031	21.6333	22.7149	23.8506
	O	28.0313	29.4329	30.9047	32.4500	34.0724	35.7759
22	A	40,546.35	42,573.54	44,702.25	46,937.46	49,284.11	51,748.47
	M	3,378.86	3,547.80	3,725.19	3,911.46	4,107.01	4,312.37
	B	1553.50	1631.17	1712.73	1798.37	1888.28	1982.70
	H	19.4187	20.3896	21.4091	22.4796	23.6035	24.7837
	O	29.1281	30.5844	32.1137	33.7194	35.4053	37.1756
23	A	42,135.32	44,242.11	46,454.35	48,777.25	51,216.03	53,776.96
	M	3,511.28	3,686.84	3,871.20	4,064.77	4,268.00	4,481.41
	B	1614.38	1695.10	1779.86	1868.86	1962.30	2060.42
	H	20.1798	21.1888	22.2483	23.3608	24.5288	25.7553
	O	30.2697	31.7832	33.3725	35.0412	36.7932	38.6330
24	A	43,839.39	46,031.53	48,333.02	50,749.36	53,287.07	55,951.61
	M	3,653.28	3,835.96	4,027.75	4,229.11	4,440.59	4,662.63
	B	1679.67	1763.66	1851.84	1944.42	2041.65	2143.74
	H	20.9959	22.0457	23.1480	24.3053	25.5206	26.7967
	O	31.4939	33.0686	34.7220	36.4580	38.2809	40.1951

CWA Clerical/Technical Pay Plan for July 1, 2003 through June 30, 200

Appendix C

Step		3	4	5	6	7	8
25	A	45,621.50	47,902.37	50,297.57	52,812.31	55,453.10	58,225.71
	M	3,801.79	3,991.86	4,191.46	4,401.03	4,621.09	4,852.14
	B	1747.95	1835.34	1927.11	2023.46	2124.64	2230.87
	H	21.8494	22.9418	24.0889	25.2933	26.5580	27.8859
	O	32.7741	34.4127	36.1334	37.9400	39.8370	41.8289
26	A	47,438.84	49,810.81	52,301.79	54,916.75	57,662.73	60,545.74
	M	3,953.24	4,150.90	4,358.48	4,576.40	4,805.23	5,045.48
	B	1817.58	1908.46	2003.90	2104.09	2209.30	2319.76
	H	22.7198	23.8558	25.0487	26.3011	27.6162	28.9970
	O	34.0797	35.7837	37.5731	39.4517	41.4243	43.4955
27	A	49,355.62	51,823.38	54,414.85	57,135.51	59,992.16	62,991.83
	M	4,112.97	4,318.62	4,534.57	4,761.29	4,999.35	5,249.32
	B	1891.02	1985.57	2084.86	2189.10	2298.55	2413.48
	H	23.6377	24.8196	26.0607	27.3637	28.7319	30.1685
	O	35.4566	37.2294	39.0911	41.0456	43.0979	45.2528
28	A	51,327.74	53,893.89	56,588.72	59,418.22	62,388.92	65,508.65
	M	4,277.31	4,491.16	4,715.73	4,951.52	5,199.08	5,459.05
	B	1966.58	2064.90	2168.15	2276.56	2390.38	2509.91
	H	24.5822	25.8112	27.1019	28.4570	29.8798	31.3739
	O	36.8733	38.7168	40.6529	42.6855	44.8197	47.0609

PRESCRIPTION DRUGS EXPENSE INSURANCE

Purpose

Prescription Drugs Expense Insurance is designed to help your employees pay for drugs that are prescribed for them or their dependents.

Prescription Drugs Expense Insurance may be written in conjunction with a medical program or as a supplement to it. It may also be offered as a stand-alone coverage.

When you add Prescription Drug Expense Insurance to your medical program, covered prescription drugs are no longer paid according to the comprehensive medical provisions. Instead, benefits for prescription drugs and medicines are provided as shown on your Schedule of Benefits.

The Principal provides the prescription drug coverage and works with PCS Health Systems, Inc. of Phoenix, Arizona, to administer the coverage.

Benefits

The member will pay the deductible, as shown in the Schedule of Benefits, for each prescription or refill requested. The remaining covered charges are paid by your Prescription Drugs Expense Insurance.

Covered Charges

The maximum covered charge for the prescription is the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price (AWP) of the drug minus 10% plus a dispensing fee of \$3.00. (The discount off the AWP and dispensing fee may vary depending on the network selected.)

The Prescription Drugs Expense Insurance pays for medications if they are:

- Prescription legend drugs, except those listed in the limits section.
- Insulin by prescription
- Compound medications of which at least one ingredient is a covered legend drug
- Legend oral contraceptives, if you elect to have the program cover them. (See Schedule of Benefits to confirm your election of this as a covered charge.)

Each prescription or refill cannot exceed a 34-day supply or a 100-unit dose, whichever is greater.

PRESCRIPTION DRUGS EXPENSE INSURANCE (continued)

Limits

Prescription Drugs Expense Insurance does not include and no benefits are paid for the following:

- Legend contraceptives non-oral dosage forms (see Schedule of Benefits to confirm your election to not cover this charge)
- Contraceptive devices, Levonorgestrel (Norplant)
- Growth hormones
- Minoxidil (Rogaine)
- Infertility medications
- Drugs or medicines that are not for medically necessary care
- Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription
- Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home or other institution
- Drugs or medicines delivered or administered by the prescriber
- Drugs or medicines prescribed or dispensed by any person in an employee's immediate family
- Immunization agents, biological sera, blood, blood plasma or injectables (except insulin) or any prescription directing parenteral administration or use
- Administration of any drug or medicine
- Prescriptions or refills in excess of a physician's order or refills dispensed more than one year after the prescription date
- Drugs or medicines provided at no charge when insurance is absent
- Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid)
- Drugs or medicines needed because of war or act of war
- Drugs or medicines needed because of participation in crime
- Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights
- Drugs labeled "caution-limited by federal law to investigational use," or experimental drugs, even though a charge is made to the individual
- Therapeutic devices or appliances, including needles syringes, support garments and other non-medicinal substances regardless of intended use

NOTE: some prescription drugs and related items excluded under the Prescription Drug Expense Insurance may still be covered under the general comprehensive medical provisions

PRESCRIPTION DRUGS EXPENSE INSURANCE

Claims Administration

We have contracted with PCS Health Systems, Inc. to administer the Prescription Drugs Expense Insurance. PCS handles the necessary reimbursements to the PCS member pharmacies (or employees if non-member pharmacy is used) and in turn bills us for these charges in addition to the administrative fees.

Each employee will receive a personalized plastic identification card to use at PCS member pharmacies. In order to obtain benefits when a PCS member pharmacy is used, members or their dependents need to follow these simple steps:

- Present the identification card to the pharmacist. The pharmacist uses the information on the card to access the PCS system to verify eligibility, co-pay and covered charges information
- Sign the pharmacy claim voucher provided by the pharmacy
- Pay the pharmacist the deductible amount and receive the prescription

You benefit department will be provided with a directory which lists the PCS member pharmacies throughout the country and a supply of PCS claim forms.

If your employees choose not to use a PCS member pharmacy, they will need to:

1. Pay the pharmacist the entire costs of the prescription
2. Get a PCS prescription drug claim form from your benefit department
3. Complete the top half of the claim form, attach the receipt of purchase, ask the pharmacist to complete the other half, and mail the form and receipt to PCS (PCS address on form)

PCS will reimburse your employees directly for the amount in excess of the deductible so long as the charges do not exceed the amount allowed under the established payment schedule.

MANAGED MAIL ORDER DRUG PROGRAM

Purpose

The Managed Mail Order Drug Program is designed to help your covered employees pay for drugs that are prescribed for them or their eligible dependents and are required to be taken on a regular or long term basis.

The Managed Mail Order Drug Program is a supplement to and may be written in conjunction with a medical program or with a separate prescription drug program. We do not offer it as a stand-alone coverage.

Benefits

The member pays the deductible, as shown in the Schedule of Benefits for each prescription or refill requested. Your Managed Mail Order Program pays the remaining charges.

Covered Charges

The actual cost of a prescription is pre-determined by the amount allowed under the payment schedule we have established with PCS Health Systems, Inc. These charges are based upon the Average Wholesale Price of the drug minus 17% for brand and 45% for generic drugs. The charge will also include a dispensing fee of \$1.50.

Here's how the payment is set up

Brand Name Drugs

Average Wholesale Price
- 17%
+ (dispensing fee) \$1.50

Generic Drugs

Average Wholesale Price
- 45%
+ (dispensing fee) \$1.50

The Managed Mail Order Program will pay for maintenance medications if they are:

- Prescription Legend drugs, except those listed in the limits section
- Insulin
- Compound Medications of which at least one ingredient is a covered legend drug
- Legend oral contraceptives, (see Schedule of Benefits to confirm your election on this charge)

Each prescription or refill cannot exceed a 90-day supply.

The prescription will be filled with the generic equivalent when available and permissible by law unless the employee or doctor requires the use of a brand name drug.

MANAGED MAIL ORDER DRUG PROGRAM (continued)

Limits

The Managed Mail Order Drug Program does not include and no benefits are paid for the following:

- Legend oral contraceptives (see Schedule of Benefits to confirm your election on this charge.
- Contraceptive devices, Levonorgestrel (Norplant)
- Minoxidil (Rogaine)
- Growth hormones
- Infertility medications
- Drugs or medicines that are not for medically necessary care
- Drugs or medicines (except injectable insulin) that can be purchased without a doctor's prescription
- Drugs or medicines dispensed during confinement in a hospital, skilled nursing facility, rest home other institution
- Drugs or medicines delivered or administered by the prescriber
- Drugs or medicines prescribed or dispensed by any person in an employee's immediate family
- Immunization agents, biological sera, blood, blood plasma or injectables (except insulin)
- Administration of any drug or medicine
- Prescriptions or refills in excess of a physician's order or refills dispensed more than one year after the prescription date
- Drugs or medicines provided at no charge when insurance is absent
- Drugs or medicine paid for by the U.S. Government or one of its agencies (except Medicaid)
- Drugs or medicines needed because of war or act of war
- Drugs or medicines needed because of participation in crime
- Drugs or medicines covered by medical expense insurance issued under Individual Purchase Rights
- Therapeutic devices or appliances including hypodermic needles, syringes, support garments and other non-medicinal substances
- Any medicine or drug labeled "Caution – limited by Federal law to investigational use," or any experimental drug